



**ShotSpotter Proof of Concept Analysis
Data Sharing Agreement Between
The Police Foundation and the Baltimore Police Department**

This Data Sharing Agreement (the "Agreement") is made by and between the Police Foundation ("PF") and the Police Department of Baltimore City ("BPD" or the "Department").

On September 29, 2018, ShotSpotter, Inc. ("SST") and PF entered into an Agreement to retain PF to conduct a Proof of Concept (POC) analysis on the effectiveness of ShotSpotter coverage in Baltimore City as outlined in the Scope of Work attached as Exhibit A hereto.

Purpose of the Agreement

The PF will provide research analysis and subject matter expertise to BPD and SST to conduct the POC analysis. The purpose of this Agreement effort is to assess the effectiveness of SST in Baltimore as a POC analysis.

This Agreement establishes the terms and conditions under which BPD will provide the PF data from the BPD for the purposes of the POC analysis.

This Agreement is not a full specification of the design, methodology, and protocol of research analysis. Each research project will be subject to prior written agreement by PF and BPD/SST. Study design, methodology, and protocols will be specified for each sub project within the larger scope of the POC analysis and the project work plan. Design modifications and methodological adjustments required by the operational circumstances of BPD will be addressed as needed. Prior to beginning any research project, PF and BPD/SST will mutually agree on a POC analysis using a work plan that incorporates this Agreement.

SST and BPD data and materials collected in the ordinary course of BPD's operations may be used expressly for providing research analysis regarding the effectiveness of SST in Baltimore. THE PF will be requesting data for the following dates, May 30, 2018 through to June 30th, 2019. This includes, but is not limited to data and materials on the following subjects:

- SST Alert Data (to include frequency, location, day of week/time of day, etc.)¹;

¹ This data will be provided by SST beginning with SST implementation from May 30, 2018 through June 30, 2019, but is being listed to demonstrate the total data set to be used for the 'proof of concept' study.

- BPD Computer Aided Dispatch data (to include calls for service and response times² to alert locations from one year prior (May 30, 2017) to SST implementation through the end of the intervention June 30, 2019);
- Cartridge cases and/or firearms collected from SST alerts;
- NIBIN hits as results of cartridge cases and/or firearms collected from SST alerts;
- Arrests for firearms related offenses³ resulting from SST alerts;
- Victims assisted due to SST alerts;
- Court dispositions for SST detections;
- All policies, SOPs (draft or final version), or other related materials specifically related to the SST coverage areas not publically available. This information is being requested as the ShotSpotter alerts create new responsibilities for law enforcement agencies on receipt, dispatch, response, investigation, evidence collection, and follow up of gunfire offenses. This data will inform how has BPD responded by changing their operating procedures including those memorialized in policy, rule, or SOP⁴.
- And any other data or materials relevant to the POC analysis provided under this Agreement.
- For the purposes of this Agreement, the PF, acting in the sole capacity as the research provider will adhere the following standards as they relate to the collection and analysis of the BPD's data and other materials.

The Police Foundation agrees that:

1. The confidentiality of data pertaining to individuals will be protected as follows:

² The 'Open Baltimore' 911 Police Calls for Service data does not indicate if this was an alert received through SST, although it does provide the incident location, which can potentially be matched to the data from SST. However, response times are not included in this data.

³ The last data on 'Open Baltimore' related to arrests for firearms offenses is from 2013.

⁴ BPD Draft Policy 1006 "ShotSpotter Gunshot Detection Service – Pilot" indicates that officers should be collecting the following information in Crime Incident Reports: incident location, number of casings found, victim information, firearm(s) recovered, any property damage due to discharged, number of persons arrested and the arrest location, if applicable.

- a. All data received will be stored in a secured encrypted cloud based storage system/Virtual Private Network (VPN);
 - b. Only PF or an authorized representative of PF, who has signed a Nondisclosure Agreement⁵, a copy of which is attached to this Agreement, may have access to the Confidential Information provided under this Agreement. PF, including all authorized representatives, agrees to safeguard all Confidential Information received under this Agreement as described herein.
2. PF warrants full knowledge of and compliance with all applicable legal and administrative requirements relating to the use and confidentiality of information that may be provided under this Agreement, and administrative requirements of the PF and BPD.
3. All PF staff, to include contractors (and others treated as employees), for any research project initiated under this Agreement will sign a Nondisclosure Agreement for this project, and will adhere to the terms of this Agreement, including, without limitation the following:
 - a. The data recipient will not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal the identity of individuals;
 - b. The data recipient will not release individual addresses, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal individual addresses;
 - c. Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.
4. Neither PF nor any data recipient will use or release data to a third party, without prior written approval from BPD.
5. The PF will provide BPD a copy of all published or unpublished reports resulting from the research performed under this Agreement. PF does not intend to publish or release any of its reports or findings outside of BPD and SST.
6. The Department and PF agree to communicate with each other immediately to the extent that either receive a media inquiry about the research or a public disclosure request for any information related to the research. Both parties agree to the extent reasonably possible to consult with each other prior to making any public statements in response to such requests.

⁵ PF to provide its Nondisclosure Agreement.

7. The PF will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from BPD without prior approval from the BPD.
8. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the POC analysis project or sub project as mutually agreed in writing by the PF and BPD/SST. The PF may retain file(s) and/or any derivative files securely stored on PF servers for purposes of longitudinal surveillance and study in accordance with PF policies concerning data retention the Police Foundation by data retention and destruction.
9. Any third party granted access to data, as expressly authorized by BPD, above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party before data will be released.
10. The PF may propose changes to the purposes or objectives of this evaluation, including the manner in which information will be used, but must receive the Department's prior written agreement before implementing any such changes.
11. The data recipient will maintain regular communication with the BPD Leadership to keep all parties informed of the assessment's progression. The PF assessment team will provide SST and BPD with quarterly progress reports. These reports will summarize the data that have been collected since the start of the intervention (May 31, 2018) aggregated to monthly or weekly reporting periods. These reports will summarize the number of recovered shell casings, NIBN hits, arrests, victims assisted, and court dispositions that result from ShotSpotter alerts. These reports will also summarize gunshot detections over time. The PF will develop the final report for submission and review by SST Leadership. This report will include analyses that will not begin until the intervention is over on June 30, 2019.
12. The PF will provide the BPD with the results of any requested assessments.
13. The data recipient will destroy or return data provided to the PF at the end of this project.
14. Will honor the above commitments at no cost to the BPD.

The Baltimore Police Department:

1. Will work with the PF Research Team to support the POC analysis projects for BPD as mutually agreed in research projects or sub projects with the PF.
2. Subject to available technology and resources, will provide data in formats negotiated between the BPD and the PF to include but not be limited to scanned PDF files, word documents text files, as well as excel spread sheets and other data formats.

Additional Terms and Conditions

Confidential Information

Analyses and assessment materials prepared by PF are subject to BPD review.

Any and all materials delivered to PF by BPD under this Agreement (the "BPD Material") are the exclusive property of BPD. BPD may use any such resulting data/information arising from a Research Project and prepared by PF or its staff in such manner, for such purposes, and as often as BPD may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further engagement of PF or its staff. PF and its staff shall not use, transmit, display, publish or otherwise license such resulting data/information arising from a Research Project without the BPD's prior written consent.

Formal research studies conducted by PF and defined as such require advanced written consent by the parties. Any report, paper, brief, or similar document, related to the data will occur only after the BPD is provided with an advance copy of the document. BPD will review these documents with the sole purpose of determining whether the manuscript contains confidential information supplied by BPD to PF under this Agreement.

Confidential information includes, but is not limited to, trade secrets, information contained in confidential databases, personal information that may be protected by law, security sensitive information, information regarding ongoing investigations, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, maps, blueprints, diagrams, flow and other technical, financial or business information ("Confidential Information") belonging to BPD. For all purposes herein, all information disclosed by the BPD, to any party, in any form and by any manner, shall be deemed Confidential Information and proprietary and no Confidential Information may be disclosed nor made public without prior written consent of the BPD.

BPD shall have thirty (30) days to review and to request deletion of any Confidential Information. PF acknowledges that from time to time the BPD may need more than thirty (30) days to review and request deletion of any Confidential Information. PF shall grant the BPD a reasonable extension of time to review and request deletion of Confidential Information and in any event such extension shall not exceed an additional thirty (30) days. PF shall honor BPD's reasonable requests for the deletion of Confidential Information.

Following that thirty-day period, PF shall be free to submit the manuscript and publish the results consistent with academic standards. Any publication of the data shall contain the following attribution of the data to BPD: "This data was provided by and belongs to the Police Department of Baltimore City. Any further use of this data must be approved by the Police Department of Baltimore City." Any report citing data analysis conducted pursuant to this Agreement, whether published or unpublished, a disclaimer by BPD of the analysis as well as the conclusions derived as follows: "Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the

Police Department of Baltimore City."BPD will endeavor to mark tangible disclosures of Confidential Information as such and designate oral disclosures as Confidential Information at the time of initial disclosure and reduce it to writing within thirty (30) days. However, if a tangible disclosure is not marked or an oral disclosure is not reduced to writing, it will still be treated as Confidential Information. This provision shall not apply to any such Confidential Information that is (i) known by PF or prior to disclosure to them; (ii) generally available to the public other than as a result of breach of this Agreement; (iii) made available to PF by any independent third party who has the right to disclose the information; (iv) information that is published; (v) is independently developed by PF or (vi) is required to be disclosed by a court of competent jurisdiction, law, or government rule or regulation. In such a case the Researcher will advise the BPD prior to disclosure so that BPD will have an opportunity to seek a protective order or other appropriate relief. The obligations of confidentiality shall survive and remain in perpetuity after the termination or expiration of this Agreement.

Term and Termination

The term of this Agreement shall commence on date of execution, and expires on November 30th, 2019, or upon earlier termination. Either party may terminate this agreement with or without cause at any time by giving thirty (30) days written notice to the other party. Both parties can agree to a mutual extension of this agreement.

Compliance with Law

PF shall comply with all applicable federal, state, and local laws in performing its obligations under this Agreement.

Governing Law

This Agreement shall be governed by the laws of the State of Maryland, without giving effect to conflicts of law principles. The parties agree that any and all claims asserted by or against the BPD arising under this Agreement or related hereto shall be heard and determined either in the courts of the United States located in Baltimore, Maryland ("Federal Courts") or in the courts of the State of Maryland located in the City of Baltimore.

IN WITNESS WHEREOF, both the Police Foundation and the Baltimore Police Department, through its duly authorized representative, and The Police Foundation, through its duly authorized representative have hereunto executed this Data Sharing Agreement as of the last date below written.



Commissioner Michael Harrison
Police Department of Baltimore CityDate: 4/6/19

James Burch, Interim President
Police FoundationDate: February 12, 2019

Approved for Form and Legal Sufficiency



Mark Dewire, Chief Solicitor



**CONTRACT BETWEEN THE POLICE FOUNDATION AND
SHOTSPOTTER, INC.
SCOPE OF WORK**

Attachment 1:

**Statement of Work
August 15, 2018**

The following tasks will be undertaken to complete the SST Proof of Concept Analysis.

Project Kickoff

Upon contract award, the PF intends to quickly deploy the research team to Baltimore for a preliminary site visit. This preliminary site visit will provide an opportunity for key members of the PF research team to meet with SST and key BPD stakeholders to begin to confirm data analysis plan, and processes to be reviewed for clarity and initial lessons learned.

Task 1: Planning and Detailed Strategy Development

Once the preliminary site visit has taken place, the PF assessment team members will methodically and systematically begin to define data to collect, policies to assess, processes and protocols to review, relationships to identify, research to conduct, and any other research protocols that will provide a comprehensive view of the BPD/SST and its practices. This will provide the work plan (or road map) for the team to use to undertake. Once the research team executes the assessment the research team will provide a detailed draft work plan that includes all tasks, activities, timelines, and responsible staff. Upon review by the SST team leadership and the PF research team will finalize the work plan, which will be used to guide all project activities.

Task 2: Document/Materials review

Once the data elements for analysis have been finalized, the PF research team will receive data transfers monthly. These data transfers should include

- A .csv or .xlsx file that includes the date, location, binary WINFSS variable, number of recovered shell casings, NIBN hits, arrests, victims assisted, and court dispositions for each SST detection going back to June 1, 2018.
- A .csv or .xlsx file that includes the incident number, date, and location for all calls for service for 83's (calls for firearm discharge).
- All policies, SOPs or other related materials specifically related to the SST coverage areas.



The PF team will provide analyses of these data on a quarterly basis to monitor primary outcomes of interest.

Task 3: Site Visits

The PF assessment team will conduct at least five (5) site visits—one (1) preliminary site visit and four (4) informational site visits—to Baltimore to undertake the following activities onsite:

- Interviews – The PF assessment team will interview: BPD command staff, officers and deputies in the Eastern and Western Districts.
- Focus Groups– The PF research team will facilitate up to two focus groups from the coverage areas to gain broader knowledge of the use of the SST technology, gather input from officers about their use of the SST technology. These focus groups will be help both with BPD personnel and may include selected community members willing to provide input on SST GDT technology.
- Direct Observations – The PF assessment team will observe BPD trainings, interactions with community members during regular ride-alongs, observation of departmental use SST technology and how BPD staff interact with members of the community. PF research team members will also observe command staff meetings and roll call sessions, as well as a sampling of other internal meetings in an effort to identify the translation of policies into everyday practice and to better understand how BPD is using the SST technology.

Task 4: Review Policies, Processes, and Data

The PF assessment team will collect and organize documents, materials, and other relevant information and data collected on-site for review by the team. This will contribute to the 3-5 case studies developed during the course of the analysis period.

Task 5: Conduct Analysis

The PF assessment team will participate in monthly checkpoint meetings (in person or via conference call) with SST, Baltimore Police Department and representatives from the City of Baltimore. At these meetings, the PF assessment team will be providing updates on data collection, initial findings, trends, and/or challenges with the analysis up to that point in the project.

The PF assessment team will provide SST with quarterly progress reports, and present the analysis at the appropriate monthly checkpoint meeting. These reports will summarize the data that have been collected since the start of the intervention (May 31, 2018) aggregated to monthly or weekly reporting periods. These reports will summarize the number of recovered shell casings, NIBN hits, arrests, victims assisted,



and court dispositions that result from ShotSpotter alerts. These reports will also summarize gunshot detections over time. In addition to providing updates on quantitative results, these monthly reports will also summarize progress made on the case studies, site visits, and policy analyses.

Once the intervention is complete, the PF can begin running more sophisticated analyses to determine if there are statistically significant changes in the primary variables of interest. These analyses cannot be conducted throughout the intervention because repeated tests increase the likelihood of obtaining a Type I error (false positive). In other words, when a test is run multiple times, it increases the likelihood that you will find a significant result that is not meaningful. For this reason, all significance tests will be run after all data have been collected.

Task 6: Assess Data and Draft Report Organization/Outline

The PF assessment team will compile all site visit field notes, data, assessment and analysis results, and research into a draft report outline. The outline will contain high-level themes that provide the framework for the audit and assessment including preliminary findings and recommendations, areas requiring additional and/or more detailed review, and areas of high performance or in need of improvement. The PF assessment team will provide the preliminary report organization/outline SST. The PF assessment team will provide opportunities for SST leadership to provide feedback on the draft outline.

Task 7: Draft Final Report

Once interviews and observations are concluded and analysis are completed, the assessment team will compile, organize, and provide draft findings. The PF assessment team will continue to engage with these, and other, relevant stakeholders throughout the editing process to reach a final refined product.

Task 8: Vetting with SST

The PF will work with SST leadership to review and provide edits in partnership throughout the project. The timeline is structured to solicit feedback following each quarterly report and as we draft the final report.

Task 9: Final Report

Once fully vetted with SST leadership and BPD staff as appropriate, the PF will develop the final report for submission.



Task 10: Presentation of Findings

The PF assessment team will make a presentation to SST leadership of the final report providing an overview of the: scope of the assessment, methodology, information gathered from relevant stakeholders, gap analysis, and final findings and recommendations. One approved by SST, the PF assessment team will also make the final presentation to Baltimore Police Department and City representatives.

Project Deliverables

The PF assessment team will provide SST with the following key deliverables:

- **Analysis** – The PF will provide an analysis that will answer two primary research questions: (1) Are there reductions in gun crime in the target areas after the implementation of the ShotSpotter system, and (2) What is the efficacy of the ShotSpotter System. Case studies will supplement the quantitative analyses. The team will draft findings and recommendations which will be included in the final report.
- **Case Studies** – The PF will develop a series of short case studies focused on the use of SST technology, showcasing potential best practices and innovations in law enforcement related to the use of SST technology focusing innovations executed by officers in coverage areas.
- **Draft Findings**– The PF will provide draft findings to SST.
- **Final Report** – The PF will develop the final report for submission and review by SST Leadership. This report will include analyses that will not begin until the intervention is over on June 30, 2019.
- **Final Presentation** – The PF will make a presentation to the public after release of the final report providing an overview of the: scope of the assessment, methodology, information gathered from relevant stakeholders, analysis, and final findings.
- **Project Status Reports** – The PF will provide quarterly project status reports to the designated SST point(s) of contact with information regarding project activities, progress, challenges, and barriers.

Project Timeline

A timeline is proposed below. The PF assessment team understands that the proposed timeline will be discussed, modified as necessary, and agreed upon with designated SST and BPD prior to project implementation, taking into account the budget allocated for



this project. SST and the PF may seek to adjust both the scope of work and modify the budget as needed to accomplish the tasks necessary. Estimated scheduling of tasks is subject to change based on scheduling availability of SST Leadership and BPD staff, community members, and the availability of relevant materials and data.

TASKS	2018	2019													
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	June	July	Aug	Sept	Oct	Nov
	INTERVENTION														
Project Kickoff	X														
Task 1: Planning and Detailed Strategy Development	X	X													
Task 2: Document/Materials Review		X	X	X											
Task 3: Site Visits (5)		X		X				X		X		X			
Task 4: Review Policies, Processes, and Data			X		X		X		X		X				
Task 5: Conduct Analysis (Quarterly)			X			X			X			X	X	X	
Task 6: Assess Data and Draft Report Organization/Outline				X			X			X		X	X		
Task 7: Draft Final Report												X	X		
Task 8: Vetting with SST Leadership				X			X			X			X	X	
Task 9: Final Report														X	X
Task 10: Presentation of Findings															X



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between the Baltimore Police Department having its principal place of business at 601 East Fayette Street, Baltimore, MD 21202, ("BPD") and Police Foundation (National Police Foundation), a not-for-profit corporation whose principal place of business is 1201 Connecticut Avenue, NW, Washington, DC 20036 ("Police Foundation").

WHEREAS the Baltimore Police Department and Police Foundation (the "Parties") have an interest in participating in discussions wherein either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and vendors; (3) processes, methods, products, other proprietary rights; or other related information.

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information and concepts as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. That notwithstanding the above requirement for marking or other identification of Proprietary Information, all (i) drafts, revisions, and final documents that, in whole or

in part, comprise or include proposals, proposal information, financial data, or strategic plans of the parties, (ii) computer firmware and software, including, without limitation, source code, (iii) design and pricing discussions or information and (iv) product strategy and

3. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of five years from the date of disclosure, refrain from disclosing such Confidential Information to any third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information. In the event the disclosing Party gives its approval for the Recipient to disclose Proprietary Information to the U.S. government, the Recipient shall ensure that to the extent specifically requested by the disclosing Party, all such disclosures are marked with appropriate legends, as required or permitted under government regulations, in order to preserve the proprietary nature of the information and the disclosing Party's rights therein.
4. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to seek injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
5. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products or services without use of the other Party's

Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

6. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 6.1 Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 6.2 Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 6.3 Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 6.4 Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 6.5 Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
7. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
8. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
9. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

10. This Agreement shall remain in effect for a period of five (5) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

POLICE FOUNDATION

By: _____

Name: James H. Burch, II

Title: Interim President

Date: _____

By: _____

Name:

Title:

Date: _____

